

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

(1) QUILL INK BOOKS LIMITED, a
foreign corporation,

Plaintiff,

v.

Case No.: CIV-18-920-G

(1) ABCD GRAPHICS AND DESIGN,
INC., D/B/A BLUSHING BOOKS
PUBLISHING, a foreign corporation,

(2) RACHELLE SOTO a/k/a ADDISON
CAIN, an individual, and

(3) JOHN and JANE DOE, unknown
individuals and online participants,

Defendants.

DECLARATION OF MARGARITA COALE

I, Margarita Coale, declare:

1. I am over the age of eighteen (18) and competent to make this declaration.
2. I make this declaration based on my own personal knowledge and information.
3. This declaration is limited in scope and provided solely to authenticate communications Quill received from Draft2Digital, LLC (“Draft2Digital”).

4. Quill was advised by Draft2Digital that, on or about April 19, 2018, Blushing and Cain delivered a “take-down” notice to Draft2Digital.
5. Quill has a contract with Draft2Digital for it to perform services as its eBook distributor for several online vendors.
6. Draft2Digital is an Oklahoma limited liability company with its principal, and sole, business location in Oklahoma City, Oklahoma, according to the Oklahoma Secretary of State records and their website.
7. Draft2Digital advised Quill that it had been contacted by both Blushing and Cain regarding the “take-down” notice.
8. Draft2Digital provided an email identifying “the author Addison Cain” as the individual that had contacted Draft2Digital following its receipt of the “take-down” notice from Blushing. [See Am. Cmplt. Ex. 3].
9. Draft2Digital advised Quill’s titles would be delisted from publishing and its titles and entire library were removed from Draft2Digital’s publishing program.
10. In response to the “take-down” notice, Quill submitted a counter-notice to Draft2Digital and others. [See Am. Cmplt. Ex. 15].
11. Quill’s titles and library were restored by Draft2Digital, but not after Quill suffered financial injury timed by Blushing and Cain to terminate Quill’s pre-sales for a new release.

12. In further response to continued harassment by Blushing and Cain and attempts to prevent distribution of Quill's titles [*see* Am. Cmplt. Ex. 14], Quill served a Cease and Desist of filing Copyright Violation Claims ("Cease and Desist") with respect to Quill's publications through Draft2Digital and others. [*See* Am. Cmplt. Ex. 15].
13. Quill's Cease and Desist was promptly and admittedly ignored. [Resp. 42].

I, Margarita Coale, declare under penalty of perjury that the foregoing is true and correct.

Executed on December 17, 2018.



Margarita Coale